

1 E. MARTIN ESTRADA  
United States Attorney  
2 MACK E. JENKINS  
Assistant United States Attorney  
3 Chief, Criminal Division  
BRITTNEY M. HARRIS (Cal. Bar No. 294650)  
4 Assistant United States Attorney  
Deputy Chief, International Narcotics,  
5 Money Laundering, and Racketeering Section  
1400 United States Courthouse  
6 312 North Spring Street  
Los Angeles, California 90012  
7 Telephone: (213) 894-0488  
Facsimile: (213) 894-0141  
8 E-mail: Brittney.Harris@usdoj.gov

9 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 PETICUB PHARMACY CORPORATION, a  
16 California corporation doing  
business as "Peticub Pet  
17 Pharmacy,"

18 Defendant.

No. CR 23-00375-DMG-2

PLEA AGREEMENT FOR DEFENDANT  
PETICUB PHARMACY CORPORATION

19  
20 1. This constitutes the plea agreement between Peticub  
21 Pharmacy Corporation, doing business as Peticub Pet Pharmacy,"  
22 ("defendant") and the United States Attorney's Office for the Central  
23 District of California (the "USAO") in the above-captioned case.  
24 This agreement is limited to the USAO and cannot bind any other  
25 federal, state, local, or foreign prosecuting, enforcement,  
26 administrative, or regulatory authority.

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to counts one and fifteen of the indictment in United States v. Rabin Shaoulian et al., CR No. 23-00375-DMG-2, which charges defendant with conspiracy to distribute and possess with intent to distribute tapentadol, in violation of 21 U.S.C. §§ 846, 841(a)(1), (b)(1)(C); and conspiracy to (1) introduce or deliver for introduction into interstate commerce adulterated and misbranded drugs, and (2) receive adulterated and misbranded drugs and deliver or proffer for delivery to another, in violation of 18 U.S.C. § 371, 21 U.S.C. §§ 331(a) and (c), 333(a)(2).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

e. With respect to counts four and fifteen, recommend that defendant be sentenced to a fine of \$10,000 on each count, for a total fine of \$20,000.

CORPORATE AUTHORIZATION

4. Defendant represents that it is authorized to enter into this agreement. On or before the change of plea hearing pursuant to this agreement, defendant shall provide the USAO and file with the Court a notarized legal document(s) certifying that defendant is authorized to enter into and comply with all of the provisions of this agreement. Such legal document(s) shall designate a company representative who is authorized to take the actions specified in

1 this agreement, and shall also state that all legal formalities for  
2 such authorization have been observed.

3 ORGANIZATIONAL CHANGES AND APPLICABILITY

4 5. This agreement shall bind defendant, its successor entities  
5 (if any), parent companies, and any other person or entity that  
6 assumes the liabilities contained herein ("successors-in-interest").  
7 Defendant, or its successors-in-interest, if applicable, shall  
8 provide the USAO and the United States Probation Office for the  
9 Central District of California with reasonably prompt notice of any  
10 name change, business reorganization, sale or purchase of assets,  
11 divestitures of assets, or similar action impacting their ability to  
12 pay the file or affecting this agreement. No change in name, change  
13 in corporate or individual control, business reorganization, change  
14 in ownership, merger, change of legal status, sale or purchase of  
15 assets, or similar action shall alter defendant's responsibilities  
16 under this agreement. Defendant shall not engage in any action to  
17 seek to avoid the obligations and conditions set forth in this  
18 agreement.

19 RESPONDEAT SUPERIOR

20 6. The parties stipulate and agree that under well-established  
21 principals of corporate liability and respondeat superior, as these  
22 principals apply in this case, defendant is liable for the actions of  
23 its agents and employees. New York Central and Hudson River R.R. v.  
24 United States, 212 U.S. 481, 495 (1909); United States v. Beusch, 596  
25 F.2d 871, 877-878 (9th Cir. 1979); United States v. Hilton Hotels  
26 Corporation, 467 F.2d 1000, 1004-07 (9th Cir. 1972).

NATURE OF THE OFFENSES

7. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, conspiracy to distribute and possess with intent to distribute tapentadol, in violation of 21 U.S.C. §§ 846, 841(a)(1) the following must be true: (1) from a date unknown and ending on or about May 5, 2022, there was an agreement between two or more persons to distribute or possess with intent to distribute tapentadol; (2) defendant joined in the agreement knowing of its purpose and intending to help accomplish that purpose; (3) defendant acted outside the scope of professional practice; and (4) defendant acted without a legitimate medical purpose.

8. Defendant understands that for defendant to be guilty of the crime charged in count fifteen, that is, conspiracy to violate 21 U.S.C. §§ 331(a) or (c) and 333(a)(2), in violation of 18 U.S.C. § 371, the following must be true: (1) there was an agreement between two or more people to violate 21 U.S.C. §§ 331(a) or (c); (2) defendant became a member of the conspiracy knowing of at least one of its objects and intending to help accomplish it; and (3) one of the members of the conspiracy performed at least one overt act for the purpose of carrying out the conspiracy.

9. In order to violate 21 U.S.C. §§ 331(a), 333(a)(2), the following must be true: (1) a person introduced or delivered for introduction into interstate commerce; (2) any drug; (3) that is adulterated or misbranded; and (4) the person acted with an intent to defraud or mislead.

10. In order to violate 21 U.S.C. §§ 331(c), 333(a)(2), the following must be true: (1) a person received in interstate commerce; (2) any drug; (3) that is adulterated or misbranded; (4) and

1 delivered or proffered delivery of that drug for pay or otherwise;  
2 and (5) the person acted with an intent to defraud or mislead.

3 PENALTIES

4 11. Defendant understands that the statutory maximum sentence  
5 that the Court can impose for a violation of 21 U.S.C. §§ 846,  
6 841(a)(1), (b)(1)(C) is: 5 years' probation; a fine of \$5,000,000 or  
7 twice the gross gain or gross loss resulting from the offense,  
8 whichever is greatest; and a mandatory special assessment of \$100.

9 12. Defendant understands that the statutory maximum sentence  
10 that the Court can impose for a violation of 18 U.S.C. § 371, 21  
11 U.S.C. §§ 331(a), (c), 333(a)(2) is: 5 years' probation; a fine of  
12 \$500,000 or twice the gross gain or gross loss resulting from the  
13 offense, whichever is greatest; and a mandatory special assessment of  
14 \$100.<sup>1</sup>

15 13. Defendant understands, therefore, that the total maximum  
16 sentence for all offenses to which defendant is pleading guilty is: 5  
17 years' probation; a fine of \$5,500,000 or twice the gross gain or  
18 gross loss resulting from the offenses, whichever is greatest; and a  
19 mandatory special assessment of \$200.

20 14. Defendant understands that if the Court imposes a term of  
21 probation, that the statutory mandatory minimum term of probation is  
22 one year.

23 15. Defendant understands that the conviction in this case may  
24 subject defendant to various collateral consequences. For example,  
25 if defendant holds any regulatory license or permit, the conviction  
26 in this case may result in the suspension or revocation of such  
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28 <sup>1</sup> The applicable statute for the fine pursuant to count fifteen  
is 18 U.S.C. § 3571(c)(3).

1 license and/or permit. Defendant understand that unanticipated  
2 consequences will not serve as grounds to withdraw defendant's guilty  
3 pleas.

4 FACTUAL BASIS

5 16. Defendant admits that defendant is, in fact, guilty of the  
6 offenses to which defendant is agreeing to plead guilty. Defendant  
7 and the USAO agree to the statement of facts provided below and agree  
8 that this statement of facts is sufficient to support pleas of guilty  
9 to the charges described in this agreement and to establish the  
10 Sentencing Guidelines factors set forth in paragraph 17 below but is  
11 not meant to be a complete recitation of all facts relevant to the  
12 underlying criminal conduct or all facts known to either party that  
13 relate to that conduct.

14 At all times relevant to this plea agreement, defendant was  
15 doing business as Peticub Pet Pharmacy ("defendant" or "Peticub"),  
16 which was authorized by the United States Drug Enforcement  
17 Administration ("DEA") to dispense controlled substances, and had a  
18 pharmacy location in Los Angeles, California. Rabin Shaolian  
19 ("Shaoulilian") was a pharmacy technician licensed by the State of  
20 California and operated Peticub. As the operator, employee and agent  
21 of Peticub, Shaoulilian was the sole manager, held the keys to  
22 Peticub's pharmacy location, handled payroll and hiring, managed  
23 Peticub's bank accounts, accounting, ordering of drugs and other  
24 supplies for the business, among other duties. The only other  
25 Peticub employee was a part-time pharmacist, who was hired by  
26 Shaoulilian. From a date unknown and continuing until on or about May  
27 5, 2022, in Los Angeles County, within the Central District of  
28

1 California, and elsewhere, Shaoulilian engaged in an illicit pill  
2 trafficking business, which was operated, in part, through Peticub.

3 Specifically, Shaoulilian purchased tapentadol (a schedule II  
4 controlled substance) and counterfeit alprazolam (a schedule IV  
5 controlled substance) from a Nevada-based illicit pill manufacturer  
6 and distributor, Christopher Housley ("Housley"), who was not  
7 licensed by the DEA or the Food and Drug Administration ("FDA") as a  
8 pharmaceutical manufacturer. Shaoulilian knew that Housley sourced his  
9 tapentadol pills from India and Shaoulilian knew that Housley  
10 manufactured his own counterfeit alprazolam pills. Along with  
11 purchasing thousands of tapentadol and counterfeit alprazolam pills  
12 at a time from Housley, Shaoulilian also purchased from Housley empty  
13 pill bottles, counterfeit alprazolam labels, and tamper proof seals.  
14 Housley, from a location in Nevada, then mailed the bulk tapentadol  
15 and/or counterfeit alprazolam pills, empty pill bottles, counterfeit  
16 alprazolam labels, and tamper proof seals to defendant's pharmacy  
17 location, in Los Angeles. Shaoulilian then made counterfeit bottles of  
18 alprazolam by filling the empty pill bottles with the counterfeit  
19 pills, affixing false and misbranded labels, and sealing the bottles  
20 with the tamper proof seals. Shaoulilian then sold bottles of  
21 counterfeit alprazolam and tapentadol pills on the black market to  
22 customers throughout the United States directly or through electronic  
23 orders that Shaoulilian received from co-conspirators. Shaoulilian's  
24 customers did not present or have prescriptions authorizing the  
25 dispensation of alprazolam or tapentadol pills. From Los Angeles,  
26 Shaoulilian would mail the pills directly to customers throughout the  
27 United States and would charge customers through defendant's point of  
28 sale system.



1 On June 21, 2021, Housley texted Shaoulian a series of  
2 photographs that depicted six bottles of 2 m.g. strength alprazolam  
3 bearing the logos of drug manufacturers Sandoz, Dava, and Actavis,  
4 along with photographs of three types of pills, which resembled  
5 alprazolam pills sold by those three pharmaceutical manufacturers.  
6 Housley told Shaoulian that the white pills, counterfeited to  
7 resemble the Sandoz brand alprazolam, were his "best seller."

8 The following day, Shaoulian ordered from Housley 5,000 of the  
9 white counterfeit alprazolam pills, along with empty bottles, false  
10 labels, and tamper proof seals, for \$3,250. Housley subsequently  
11 shipped the pills, bottles, labels, and tamper proof seals from  
12 Nevada to defendant at Peticub's pharmacy location in Los Angeles,  
13 which was received on June 28, 2021. Shaoulian subsequently filled  
14 the pill bottles with the counterfeit alprazolam pills, affixed false  
15 and misbranded labels on the bottles purporting that the bottles  
16 contained 100 2 m.g. alprazolam pills manufactured by Sandoz, and  
17 sealed the bottles with tamper proof seals. At all relevant times,  
18 Shaoulian knew that the pills were not authentic alprazolam pills  
19 manufactured by Sandoz and knew that they were counterfeit pills that  
20 Housley manufactured himself.

21 On June 30, 2021, Shaoulian messaged co-conspirator 2 a  
22 photograph of a finished counterfeit alprazolam bottle and later that  
23 day, co-conspirator 2 brought Shaoulian an order for 500 2 m.g.  
24 alprazolam pills for customer L.T., located in Houston, Texas. L.T.  
25 did not present to co-conspirator 2 or Shaoulian with a prescription  
26 authorizing the dispensation of alprazolam. Shaoulian charged L.T.'s  
27 credit card using defendant's point of sale system and mailed 500  
28

1 counterfeit alprazolam pills (purporting to be manufactured by  
2 Sandoz) from Los Angeles to L.T. in Texas.

3 Shaoulian purchased counterfeit alprazolam pills, bottles,  
4 labels and tamper proof seals 12 more times from Housley during the  
5 conspiracy period, totaling at least 44,200 counterfeit alprazolam  
6 pills, which Housley shipped from Nevada to defendant's pharmacy  
7 location in Los Angeles. Shaoulian then re-sold (often using  
8 defendant's point of sale system) or proffered to others for sale  
9 those counterfeit alprazolam pills, intending to defraud and mislead  
10 the customers into believing that the pills were authentic alprazolam  
11 pills manufactured by Sandoz, when in fact, Shaoulian knew they were  
12 not. During the conspiracy period, Housley detailed his alprazolam  
13 pill pressing methods to Shaoulian, including the specific dyes that  
14 Housley used and how he used a coffee grinder to make the pill color  
15 more even. Shaoulian told Housley that he did not care what the  
16 pills looked like or if they tasted "too chalky" and continued  
17 purchasing them by the thousands.

18 Shaoulian also purchased thousands of tapentadol pills from  
19 Housley, which were shipped to defendant's pharmacy location and  
20 Shaoulian then re-sold them to customers. For example, on August 24,  
21 2021, Shaoulian purchased 1,500 tapentadol pills from Housley for  
22 \$1,000. From Nevada, Housley shipped those pills to defendant's  
23 pharmacy location in Los Angeles, which Shaoulian then re-distributed  
24 to customers on the black market without prescriptions. Shaoulian  
25 purchased tapentadol pills 11 more times from Housley during the  
26 conspiracy period, all of which were shipped to defendant's pharmacy  
27 location, totaling at least 30,700 tapentadol pills.

1 For all counterfeit alprazolam and tapentadol transactions,  
2 defendant did not dispense the pills pursuant to any prescriptions  
3 and was not authorized by any medical professional to dispense those  
4 drugs. For all transactions, defendant acted outside the scope of  
5 professional practice and without a legitimate medical purpose.

6 SENTENCING FACTORS

7 17. Defendant and the USAO agree and stipulate that, pursuant  
8 to U.S.S.G. §§ 8C2.1 and 8C2.10, the sentencing guidelines are not  
9 applicable in determining the fine for an organization violating  
10 statutes related to counts one and fifteen. Defendant understands  
11 that in determining defendant's sentence, the Court is required to  
12 consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7),  
13 including the kinds of sentence and sentencing range established  
14 under the Sentencing Guidelines. Defendant understands that the  
15 Sentencing Guidelines are advisory only, that defendant cannot have  
16 any expectation of receiving a sentence within the calculated  
17 Sentencing Guidelines range, and that after considering the  
18 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
19 be free to exercise its discretion to impose any sentence it finds  
20 appropriate up to the maximum set by statute for the crimes of  
21 conviction.

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 18. Defendant understands that by pleading guilty, defendant  
24 gives up the following rights:

- 25 a. The right to persist in a plea of not guilty.  
26 b. The right to a speedy and public trial by jury.  
27 c. The right to be represented by counsel -- and if  
28 necessary have the Court appoint counsel -- at trial. Defendant

1 understands, however, that, defendant retains the right to be  
2 represented by counsel -- and if necessary have the Court appoint  
3 counsel -- at every other stage of the proceeding.

4 d. The right to be presumed innocent and to have the  
5 burden of proof placed on the government to prove defendant guilty  
6 beyond a reasonable doubt.

7 e. The right to confront and cross-examine witnesses  
8 against defendant.

9 f. The right to testify and to present evidence in  
10 opposition to the charges, including the right to compel the  
11 attendance of witnesses to testify.

12 g. Any and all rights to pursue any affirmative defenses,  
13 Fourth Amendment or Fifth Amendment claims, and other pretrial  
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 19. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty pleas were involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's convictions on the offenses to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statutes to which defendant  
22 is pleading guilty are unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's pleas of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

26 20. Defendant gives up the right to appeal all of the  
27 following: (a) the procedures and calculations used to determine and  
28 impose any portion of the sentence; (b) the term of probation imposed

1 by the Court, provided it is within the statutory maximum; (c) the  
2 fine imposed by the Court, provided it is within the statutory  
3 maximum; and (d) to the extent permitted by law, the  
4 constitutionality or legality of defendant's sentence, provided it is  
5 within the statutory maximum.

6 21. The USAO gives up its right to appeal any portion of the  
7 sentence.

8 22. Defendant also gives up any right to bring a post-  
9 conviction collateral attack on the convictions or sentence, except a  
10 post-conviction collateral attack based on a claim of ineffective  
11 assistance of counsel, a claim of newly discovered evidence, or an  
12 explicitly retroactive change in the applicable Sentencing  
13 Guidelines, sentencing statutes, or statutes of conviction.  
14 Defendant understands that this waiver includes, but is not limited  
15 to, arguments that the statutes to which defendant is pleading guilty  
16 are unconstitutional, and any and all claims that the statement of  
17 facts provided herein is insufficient to support defendant's pleas of  
18 guilty.

19 RESULT OF WITHDRAWAL OF GUILTY PLEA

20 23. Defendant agrees that if, after entering guilty pleas  
21 pursuant to this agreement, defendant seeks to withdraw and succeeds  
22 in withdrawing defendant's guilty pleas on any basis other than a  
23 claim and finding that entry into this plea agreement was  
24 involuntary, then (a) the USAO will be relieved of all of its  
25 obligations under this agreement; and (b) should the USAO choose to  
26 pursue any charge that was either dismissed or not filed as a result  
27 of this agreement, then (i) any applicable statute of limitations  
28 will be tolled between the date of defendant's signing of this

1 agreement and the filing commencing any such action; and  
2 (ii) defendant waives and gives up all defenses based on the statute  
3 of limitations, any claim of pre-indictment delay, or any speedy  
4 trial claim with respect to any such action, except to the extent  
5 that such defenses existed as of the date of defendant's signing this  
6 agreement.

7 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

8 24. Defendant agrees that if any count of conviction is  
9 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
10 resentence defendant on any remaining counts of conviction, with both  
11 the USAO and defendant being released from any stipulations regarding  
12 sentencing contained in this agreement, (b) ask the Court to void the  
13 entire plea agreement and vacate defendant's guilty pleas on any  
14 remaining count of conviction, with both the USAO and defendant being  
15 released from all their obligations under this agreement, or  
16 (c) leave defendant's remaining conviction, sentence, and plea  
17 agreement intact. Defendant agrees that the choice among these three  
18 options rests in the exclusive discretion of the USAO.

19 EFFECTIVE DATE OF AGREEMENT

20 25. This agreement is effective upon signature and execution of  
21 all required certifications by defendant, defendant's counsel, and an  
22 Assistant United States Attorney.

23 BREACH OF AGREEMENT

24 26. Defendant agrees that if defendant, at any time after the  
25 signature of this agreement and execution of all required  
26 certifications by defendant, defendant's counsel, and an Assistant  
27 United States Attorney, knowingly violates or fails to perform any of  
28 defendant's obligations under this agreement ("a breach"), the USAO

1 may declare this agreement breached. All of defendant's obligations  
2 are material, a single breach of this agreement is sufficient for the  
3 USAO to declare a breach, and defendant shall not be deemed to have  
4 cured a breach without the express agreement of the USAO in writing.  
5 If the USAO declares this agreement breached, and the Court finds  
6 such a breach to have occurred, then: (a) if defendant has previously  
7 entered guilty pleas pursuant to this agreement, defendant will not  
8 be able to withdraw the guilty pleas, and (b) the USAO will be  
9 relieved of all its obligations under this agreement.

10 27. Following the Court's finding of a knowing breach of this  
11 agreement by defendant, should the USAO choose to pursue any charge  
12 that was either dismissed or not filed as a result of this agreement,  
13 then:

14 a. Defendant agrees that any applicable statute of  
15 limitations is tolled between the date of defendant's signing of this  
16 agreement and the filing commencing any such action.

17 b. Defendant waives and gives up all defenses based on  
18 the statute of limitations, any claim of pre-indictment delay, or any  
19 speedy trial claim with respect to any such action, except to the  
20 extent that such defenses existed as of the date of defendant's  
21 signing this agreement.

22 c. Defendant agrees that: (i) any statements made by  
23 defendant, under oath, at the guilty plea hearing (if such a hearing  
24 occurred prior to the breach); (ii) the agreed to factual basis  
25 statement in this agreement; and (iii) any evidence derived from such  
26 statements, shall be admissible against defendant in any such action  
27 against defendant, and defendant waives and gives up any claim under  
28 the United States Constitution, any statute, Rule 410 of the Federal

1 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
2 Procedure, or any other federal rule, that the statements or any  
3 evidence derived from the statements should be suppressed or are  
4 inadmissible.

5 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

6 OFFICE NOT PARTIES

7 28. Defendant understands that the Court and the United States  
8 Probation and Pretrial Services Office are not parties to this  
9 agreement and need not accept any of the USAO's sentencing  
10 recommendations or the parties' agreements to facts or sentencing  
11 factors.

12 29. Defendant understands that both defendant and the USAO are  
13 free to: (a) supplement the facts by supplying relevant information  
14 to the United States Probation and Pretrial Services Office and the  
15 Court, (b) correct any and all factual misstatements relating to the  
16 Court's Sentencing Guidelines calculations and determination of  
17 sentence, and (c) argue on appeal and collateral review that the  
18 Court's Sentencing Guidelines calculations and the sentence it  
19 chooses to impose are not error, although each party agrees to  
20 maintain its view that the calculations in paragraph 17 are  
21 consistent with the facts of this case. While this paragraph permits  
22 both the USAO and defendant to submit full and complete factual  
23 information to the United States Probation and Pretrial Services  
24 Office and the Court, even if that factual information may be viewed  
25 as inconsistent with the facts agreed to in this agreement, this  
26 paragraph does not affect defendant's and the USAO's obligations not  
27 to contest the facts agreed to in this agreement.



1           30. Defendant understands that even if the Court ignores any  
2 sentencing recommendation, finds facts or reaches conclusions  
3 different from those agreed to, and/or imposes any sentence up to the  
4 maximum established by statute, defendant cannot, for that reason,  
5 withdraw defendant's guilty pleas, and defendant will remain bound to  
6 fulfill all defendant's obligations under this agreement. Defendant  
7 understands that no one -- not the prosecutor, defendant's attorney,  
8 or the Court -- can make a binding prediction or promise regarding  
9 the sentence defendant will receive, except that it will be within  
10 the statutory maximum.

11                               NO ADDITIONAL AGREEMENTS

12           31. Defendant understands that, except as set forth herein,  
13 there are no promises, understandings, or agreements between the USAO  
14 and defendant or defendant's attorney, and that no additional  
15 promise, understanding, or agreement may be entered into unless in a  
16 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

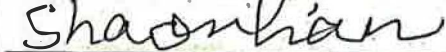
E. MARTIN ESTRADA  
United States Attorney



March 11, 2024

BRITTNEY M. HARRIS  
Assistant United States Attorney

Date



3.11.2024

ESTHER SHAOULIAN, Authorized  
Representative of Defendant

Date



3/11/2024

EDWARD ROBINSON  
Attorney for Defendant Peticub  
Pharmacy Corp.

Date

CERTIFICATION OF DEFENDANT

I am an authorized representative of defendant Peticub Pharmacy Corp. ("defendant"). I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with defendant's attorney. I understand the terms of this agreement, and I voluntarily agree to those terms on behalf of defendant. I have discussed the evidence with defendant's attorney, and defendant's attorney has advised me of defendant's rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set

1 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
2 provisions, and of the consequences of entering into this agreement.  
3 No promises, inducements, or representations of any kind have been  
4 made to me or to defendant other than those contained in this  
5 agreement. No one has threatened or forced me or defendant in any  
6 way to enter into this agreement. I am satisfied with the  
7 representation of defendant's attorney in this matter, and I am  
8 pleading guilty on behalf of defendant because defendant is guilty of  
9 the charges and wishes to take advantage of the promises set forth in  
10 this agreement, and not for any other reason.

11 Shaoulia  
12 ESTHER SHAOULIAN, Authorized  
13 Representative of Peticub Pharmacy  
14 Corp.

11 3.11.2024  
12 Date

16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am Peticub Pharmacy Corporation's attorney. I have carefully  
18 and thoroughly discussed every part of this agreement with the  
19 authorized representative of my client. Further, I have fully  
20 advised my client and its authorized representative of its rights, of  
21 possible pretrial motions that might be filed, of possible defenses  
22 that might be asserted either prior to or at trial, of the sentencing  
23 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing  
24 Guidelines provisions, and of the consequences of entering into this  
25 agreement. To my knowledge: no promises, inducements, or  
26 representations of any kind have been made to my client other than  
27 those contained in this agreement; no one has threatened or forced my  
28 client in any way to enter into this agreement; my client's decision

1 to enter into this agreement is an informed and voluntary one; and  
2 the factual basis set forth in this agreement is sufficient to  
3 support my client's entry of guilty pleas pursuant to this  
4 agreement.

5 

6 EDWARD ROBINSON  
7 Attorney for Defendant Peticub  
8 Pharmacy Corp.

3/11/24  
Date